

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TANGLE INC.

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED
LIABILITY COMPANIES, PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS IDENTIFIED ON
SCHEDULE A HERETO ,

Defendants.

Case No. 21-cv-03930

Judge Durkin

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff TANGLE INC (“PLAINTIFF”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on the Revised First Amended Schedule A (collectively, the “Defendant Internet Stores”), and PLAINTIFF having moved for entry of Default and Default Judgment against the defendants identified on the Revised First Amended Schedule A attached hereto which have not yet appeared or been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; PLAINTIFF having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted; and

The Court finds that, although some defendants have appeared [20, 23, 26, 33, 34, 36, 37, 42, 43, 50, 54] there is no reason for delay in entering a final default judgment as to all remaining defendants who have neither appeared nor settled – the Defaulting Defendants listed on the Revised First Amended Schedule A.

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, PLAINTIFF has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of PLAINTIFF’S federally registered trademark (the “TANGLE Trademark”) and PLAINTIFF’S federally registered copyrights (the “TANGLE Copyright Registrations”) to residents of Illinois. In this case, PLAINTIFF has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the TANGLE Trademark and/or TANGLE Copyright Registrations. *See* Docket No.13, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the TANGLE Trademark and/or TANGLE Copyright Registrations.

The TANGLE Trademark is included in the below chart.

Registration Number	Registered Trademark	International Classes
1779055	TANGLE	22 and 50

A list of the ROBO FISH Copyright Registrations is included in the below chart.

Registration Number	Title of Work	
VA 120-368	Coiled Tangle (17 sections)	
Va 1-232-933	Zawitz Tangle Ornamental (Flat-sided) Kinetic Sculpture	
VA 1-271-045	Tangle Therapy Kinetic Sculpture	
VAu 35-392	Zawitz Tangle Ornamental Sculpture No. IV	
VAu 35-391	Zawitz Tangle Ornamental Sculpture No. VI	
VAu 35-390	Zawitz Tangle Ornamental Sculpture No. 11	
VA 35-389	Zawitz Tangle Ornamental Sculpture No. III	
VA 35-388	Zawitz Tangle Ornamental Sculpture No. V	
VAu 35-387	Zawitz Tangle Ornamental Sculpture No. 1	

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 101 *et seq.*), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that PLAINTIFF's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the TANGLE Trademark, TANGLE Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine

TANGLE product or not authorized by PLAINTIFF to be sold in connection with the TANGLE Trademark and/or TANGLE Copyright Registrations ;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine TANGLE product or any other product produced by PLAINTIFF that is not PLAINTIFFS' or not produced under the authorization, control, or supervision of PLAINTIFF and approved by PLAINTIFF for sale under the TANGLE Trademark and/or TANGLE Copyright Registrations ;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of PLAINTIFF or are sponsored by, approved by, or otherwise connected with PLAINTIFF;
 - d. further infringing PLAINTIFF'S TANGLE Trademark and/or TANGLE Copyright Registrations and damaging PLAINTIFF'S goodwill;
 - e. otherwise competing unfairly with PLAINTIFF in any manner; and
 - f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for PLAINTIFF, nor authorized by PLAINTIFF to be sold or offered for sale, and which bear any of PLAINTIFF'S trademarks or copyright registrations, including the TANGLE Trademark or TANGLE Copyright Registrations, or any reproductions, counterfeit copies or colorable imitations.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order, shall, at PLAINTIFF'S choosing:

- a. transfer the Defendant Domain Names to PLAINTIFF'S control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of PLAINTIFF'S selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of PLAINTIFF's selection; or
 - b. disable the Defendant Domain Names and make them inactive and untransferable.
3. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate. PayPal and/or Payoneer (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the TANGLE Trademark or TANGLE Copyright Registrations; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the TANGLE Trademark or TANGLE Copyright Registrations, or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine TANGLE product or not authorized by PLAINTIFF to be sold in connection with the TANGLE Trademark or the TANGLE Copyright Registrations.
4. Upon PLAINTIFF'S request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such

notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the TANGLE Trademark or the TANGLE Copyright Registrations.

5. Pursuant to 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504, PLAINTIFF IS awarded statutory damages from each of the Defaulting Defendants in the amount of \$150,000 for willful use of counterfeit TANGLE Trademark and/or TANGLE Copyright Registrations on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Alibaba, Wish.com, Ant Financial Services Group (“Ant Financial”), Amazon Pay, eBay Payment Systems, and Payoneer, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 5 above) or other of Defaulting Defendants’ assets.
7. All monies (up to the amount of the statutory damages awarded in Paragraph 5 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, Amazon Pay, eBay Payment Systems and Payoneer are hereby released to PLAINTIFF as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, Amazon Pay, eBay Payment Systems and Payoneer are ordered to release to PLAINTIFF the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.

8. Until PLAINTIFF has recovered full payment of monies owed to it by any Defaulting Defendant, PLAINTIFF shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
9. In the event that PLAINTIFF identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, PLAINTIFF may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at any e-mail addresses provided for Defaulting Defendants by third parties.
10. Plaintiffs may serve this Order on Third Party Providers, including PayPal, Payoneer, Amazon, and eBay Payment Systems by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on Third Party Providers.
11. To obtain release of the bond previously posted in this action, PLAINTIFF'S counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

This is a Default Judgment.

Dated: September 20, 2021



Thomas M. Durkin
United States District Judge

REVISED FIRST AMENDED SCHEDULE A

No.	Defendants	Defendants Online Marketplace(s)
1.	24 Hours Online	https://www.amazon.com/gp/offer-listing/B08TWSXZ3N
5.	Aihru	https://www.amazon.ca/gp/offer-listing/B094NHGVLJ
		https://www.amazon.com/gp/offer-listing/B0925D72RY
		https://www.amazon.com/gp/offer-listing/B095HQZNQ7
		https://www.amazon.com/gp/offer-listing/B092MJGV42
6.	AMPLECOLOR	https://www.amazon.com/gp/offer-listing/B095BV4J4Z
7.	Anazp Direct	https://www.amazon.com/gp/offer-listing/B08TWSXZ3N
		https://www.amazon.com/gp/offer-listing/B0981WYMG3
		https://www.amazon.com/gp/offer-listing/B092TB4RSK

No.	Defendants	Defendants Online Marketplace(s)
8.	Angele beats	https://www.amazon.com/gp/offer-listing/B095C2ZLT2
9.	ANJINXINRANSHOP	https://www.amazon.com/gp/offer-listing/B0983BVJH8
		https://www.amazon.com/gp/offer-listing/B093ZYBNQK
10.	Aorbor shop	https://www.amazon.com/gp/offer-listing/B094D32SN6
11.	BAIGUO	https://www.amazon.com/gp/offer-listing/B094VYSWH7
		https://www.amazon.com/gp/offer-listing/B09638S787
14.	BTT Company	https://www.amazon.com/gp/offer-listing/B097N7LY26
15.	Chaoen JUN	https://www.amazon.it/gp/offer-listing/B0915GJ8CQ
17.	Chiyang	https://www.amazon.com/gp/offer-listing/B092DWVMG9
18.	CXDMVP	https://www.amazon.com/gp/offer-listing/B0981VQPTT
19.	CY Online	https://www.amazon.com/gp/offer-listing/B096S2G218
20.	Dasdsa	https://www.amazon.com/gp/offer-listing/B093CWTGCC
21.	dianruoshop	https://www.amazon.com/gp/offer-listing/B095H4NNGX
		https://www.amazon.com/gp/offer-listing/B0967WGFFD
24.	Dynamic Boxx	https://www.amazon.com/gp/offer-listing/B091XWJ9YC
25.	EMAYSTORE	https://www.amazon.com/gp/offer-listing/B097PL667N
26.	Exewtop	https://www.amazon.es/gp/offer-listing/B094N8H76H

No.	Defendants	Defendants Online Marketplace(s)
27.	FACAILEWO	https://www.amazon.com/gp/offer-listing/B093ZWZWN8
		https://www.amazon.com/gp/offer-listing/B093XTLGCM
28.	FEI QI	https://www.amazon.co.uk/gp/offer-listing/B08611BJ7H
29.	Feizeng Store	https://www.amazon.com/gp/offer-listing/B08XN996WZ
30.	FOHYLOY	https://www.amazon.es/gp/offer-listing/B094VZF4LM
32.	Gegings	https://www.amazon.es/gp/offer-listing/B0915GJ8CQ
		https://www.amazon.fr/gp/offer-listing/B094VZF4LM
33.	Gonglishuai123	https://www.amazon.com/gp/offer-listing/B094TW2R56
34.	GUOBAI	https://www.amazon.fr/gp/offer-listing/B08TT4CMMSG
		https://www.amazon.it/gp/offer-listing/B097M86D1T
		https://www.amazon.fr/gp/offer-listing/B094VYP4SH
35.	Haimaihui	https://www.amazon.com/gp/offer-listing/B092LRGB7N
37.	Haoshenghuo	https://www.amazon.com/gp/offer-listing/B095WRLDN4
38.	happygou	https://www.amazon.com/gp/offer-listing/B093P6RZFJ
39.	Hbeyliaâœ	https://www.amazon.com/gp/offer-listing/B092VFHFS7
		https://www.amazon.com/gp/offer-listing/B08YQPMCBV
		https://www.amazon.com/gp/offer-listing/B092VSC77P
40.	HEIMAF	https://www.amazon.com/gp/offer-listing/B09576N32Y
41.	Hengrich	https://www.amazon.com/gp/offer-listing/B09515M6F5
42.	HermHades	https://www.amazon.com/gp/offer-listing/B0928SPXPY
43.	HHPer	https://www.amazon.com/gp/offer-listing/B0924KG72L
44.	HJHY\$	https://www.amazon.com/gp/offer-listing/B093CWTGCC
		https://www.amazon.ca/gp/offer-listing/B092MKRM5M
		https://www.amazon.com/gp/offer-listing/B093GMH5BT
		https://www.amazon.com/gp/offer-listing/B092MKRM5M

No.	Defendants	Defendants Online Marketplace(s)
45.	hongshaoe US	https://www.amazon.com/gp/offer-listing/B096VZM28G
46.	HUAYI Direct	https://www.amazon.co.uk/gp/offer-listing/B08YJ1Y1X9
48.	Jhualseek	https://www.amazon.com/gp/offer-listing/B08Y77B2D8
		https://www.amazon.com/gp/offer-listing/B07NY5QLM3
49.	jin zhu shang mao	https://www.amazon.co.uk/gp/offer-listing/B08611BJ7H
50.	JINGQUAN	https://www.amazon.com/gp/offer-listing/B097N9P7DC
51.	JINGQUAN (7-15 days to arrive)	https://www.amazon.com/gp/offer-listing/B0936GK5FG
		https://www.amazon.com/gp/offer-listing/B094NBMBBJ
		https://www.amazon.com/gp/offer-listing/B0981WJRSB
52.	jjsgbmysh	https://www.amazon.com/gp/offer-listing/B095X1MS2V
		https://www.amazon.com/gp/offer-listing/B098QC3K17
		https://www.amazon.com/gp/offer-listing/B098QBX5SW
		https://www.amazon.com/gp/offer-listing/B098QBRYKH
		https://www.amazon.com/gp/offer-listing/B098QBCTS2
		https://www.amazon.com/gp/offer-listing/B098QBC5MB
		https://www.amazon.com/gp/offer-listing/B098QB3BSC
		https://www.amazon.com/gp/offer-listing/B098QB1JKQ
		https://www.amazon.com/gp/offer-listing/B098Q9YZP9
53.	kasfasfte	https://www.amazon.com/gp/offer-listing/B08ZY6RNPV
54.	KECOO	https://www.amazon.com/gp/offer-listing/B094Y485NY
55.	Kuhe general store	https://www.amazon.com/gp/offer-listing/B095XW29Y2
56.	Lab No1	https://www.amazon.com/gp/offer-listing/B097B7WMPP
57.	LDB INC	https://www.amazon.com/gp/offer-listing/B098Q9SN8X

No.	Defendants	Defendants Online Marketplace(s)
58.	Likayble	https://www.amazon.com/gp/offer-listing/B091V11DMG
60.	LYQYOYOJOJO	https://www.amazon.com/gp/offer-listing/B091FZL42G
62.	Manberce	https://www.amazon.com/gp/offer-listing/B08YQSHLH2
63.	MaoFX	https://www.amazon.com/gp/offer-listing/B0956JVPDK
64.	MDS hun	https://www.amazon.ca/gp/offer-listing/B095C66D57
66.	Ms. Gao Store	https://www.amazon.com/gp/offer-listing/B093DW5HGQ
67.	mushuishop	https://www.amazon.com/gp/offer-listing/B093D1VQXZ
69.	OKSANO	https://www.amazon.com/gp/offer-listing/B08SW2MF19
70.	Olymmontă	https://www.amazon.com/gp/offer-listing/B08YRTFQCH
		https://www.amazon.com/gp/offer-listing/B08YRTFQCH
		https://www.amazon.com/gp/offer-listing/B08ZDL55B1
		https://www.amazon.com/gp/offer-listing/B08ZDL55B1
73.	PENLU002	https://www.amazon.com/gp/offer-listing/B096XQM2J8
		https://www.amazon.com/gp/offer-listing/B097JPLHN2
		https://www.amazon.com/gp/offer-listing/B094FR99RW
76.	QWEQWE1233	https://www.amazon.com/gp/offer-listing/B095C2XCY6

No.	Defendants	Defendants Online Marketplace(s)
77.	Ruhiku GW	https://www.amazon.com/gp/offer-listing/B08L3N3SPZ
78.	Ruique Store	https://www.amazon.com/gp/offer-listing/B0981VR4WX
79.	Sengaprith	https://www.amazon.com/gp/offer-listing/B08TWSXZ3N
80.	shueratai	https://www.amazon.com/gp/offer-listing/B095LVVWFD
81.	Shumao	https://www.amazon.com/gp/offer-listing/B095WCWG88
		https://www.amazon.com/gp/offer-listing/B0995P6YQW
82.	SSP Emporium	https://www.amazon.com/gp/offer-listing/B08LQTYVLS
83.	Stener Care	https://www.amazon.com/gp/offer-listing/B094PWMMFD
84.	Sweetone-USA	https://www.amazon.com/gp/offer-listing/B092TB1VNY
85.	Taiffra	https://www.amazon.com/gp/offer-listing/B08XND9NLR
		https://www.amazon.com/gp/offer-listing/B0928SPXPY
86.	Taitongqi	https://www.amazon.co.uk/gp/offer-listing/B08T9GWTHX
87.	THT UK	https://www.amazon.co.uk/gp/offer-listing/B097JT7PNX
88.	TOUCUN	https://www.amazon.com/gp/offer-listing/B08TLPRZXT
		https://www.amazon.com/gp/offer-listing/B092D6QR92
90.	Vallettea	https://www.amazon.com/gp/offer-listing/B09313CGKR
		https://www.amazon.com/gp/offer-listing/B07PCN6SH7
		https://www.amazon.com/gp/offer-listing/B097JPTGMP
		https://www.amazon.com/gp/offer-listing/B0898R6LB7
		https://www.amazon.com/gp/offer-listing/B092ST6WD9
		https://www.amazon.com/gp/offer-listing/B097ST8SXJ
		https://www.amazon.com/gp/offer-listing/B0981WPMMSG
91.	Valulife	https://www.amazon.com/gp/offer-listing/B092T9G867
92.	VATUREMEANS	https://www.amazon.ca/gp/offer-listing/B094Y88JQJ

No.	Defendants	Defendants Online Marketplace(s)
93.	William Boutique	https://www.amazon.com/gp/offer-listing/B095NY7KRW
		https://www.amazon.com/gp/offer-listing/B092D17HS7
94.	WOJDDDS	https://www.amazon.com/gp/offer-listing/B095LVVWFD
		https://www.amazon.com/gp/offer-listing/B092C5C38V
98.	xizhen4025	https://www.ebay.com/itm/284364424115
99.	Yang Chuan	https://www.amazon.com/gp/offer-listing/B091XWJ9YC
100.	Yangxingli	https://www.amazon.ca/gp/offer-listing/B092MJGV42
101.	YCY Y	https://www.amazon.com/gp/offer-listing/B0968LCMW4
102.	yuanxiaoxiaoyishui	https://www.amazon.com/gp/offer-listing/B096MP6WRJ
		https://www.amazon.com/gp/offer-listing/B094VZ8F1L
103.	ZEMEISHOP	https://www.amazon.com/gp/offer-listing/B095CB4VSC
		https://www.amazon.ca/gp/offer-listing/B095KHH99B
104.	zhengjieshangmao	https://www.amazon.com/gp/offer-listing/B092J47KWP
		https://www.amazon.com/gp/offer-listing/B08X6YQ3WN
105.	ZonQ	https://www.amazon.it/gp/offer-listing/B08SJ1D8MH
106.	阁尝 shangmaoyouxiangongsi 阁尝	https://www.amazon.ca/gp/offer-listing/B08ZKVB2FS
107.	johnho_45	https://www.ebay.com/itm/304049694606
108.	ch.lk92	https://www.ebay.com/itm/284364424115
109.	szo-fashion	https://www.ebay.com/itm/363411665593
		https://www.ebay.com/itm/363411553406
		https://www.ebay.com/itm/363411669267
110.	2herc-shop	https://www.ebay.com/itm/363342789124
111.	athenadesign	https://www.ebay.com/itm/274732794656
112.	merakisessentials	https://www.ebay.com/itm/333722197569
113.	quick_store_9911	https://www.ebay.com/itm/363281955319
114.	aquapina	https://www.ebay.com/itm/265039937505
115.	nehag_39	s://www.ebay.com/itm/363282120783

No.	Defendants	Defendants Online Marketplace(s)
116.	myangelsshop2020	https://www.ebay.com/itm/174811737269
117.	robbisavag	https://www.ebay.com/itm/114535344372
118.	lucky_bug	https://www.ebay.com/itm/353486813306
		https://www.ebay.com/itm/353504459272
119.	anjananayananga	https://www.ebay.com/itm/164778790076
120.	best_deals_now_0	https://www.ebay.com/itm/194170947090
121.	xiaokisuntek	https://www.ebay.com/itm/133655733704
122.	astargoodtradin-0	https://www.ebay.com/itm/233789496431
123.	julkla_9	https://www.ebay.com/itm/184748355588
124.	l-t1305	https://www.ebay.com/itm/333998759948
125.	a.rimkusbusiness	https://www.ebay.com/itm/284287897305
126.	realtrad24	https://www.ebay.com/itm/224439585013
127.	harry6973	https://www.ebay.com/itm/184930914606
128.	bluestone_gift	https://www.ebay.com/itm/224223595872